

S. No.	Section No.	Page No.	RFP Clause	Query	Response
1	Scope of Work	9	During the tenure of the contract, the bidder shall bear all the operational costs associated with VSAT which may arise due to various problems.	The bidder will bear operational costs as per the mutually agreed scope of services for VSAT, between the bidder and the customer	As per RFP
2	Scope of Work	9	Addition Requested	Please confirm, if permission/access for installations at sites would be taken care by CHIPS.	As per Corrigendum 1
3	Eligibility Criteria	7	The Bidder should have a registered turnover of Rs. 25.00 Crores per financial year for the last three financial years (FY 2013-2014, FY 2014-2015 & FY 2015-16), (not inclusive of the turnover of associate companies) as per the audited accounts.	Balance Sheet for FY 15-16 is under audit. Can we provide unaudited Balance Sheet for FY 15-16 along with a self declaration that we shall submit the same once audit is complete	As per Corrigendum 2
4	Service Level Agreement and Penalty	19	Uptime for VSAT % of Penalty 98% or more NIL Between 75-98% For every 0.5 % drop in the uptime percentage penalty of 1.0 % of the quarterly charges shall be levied. Below 75% 100%	Penalty is on a very high side. It should be levied on the quarterly bandwidth charges of the effected/impacted site.  Uptime for VSAT % of Penalty 98% or more NIL Between 75-98% For every 0.5 % drop in the uptime percentage penalty of 1.0 % of the quarterly bandwidth charges of the effected site shall be levied. Below 75% 30%  The overall penalty cap should be 5% of the quarterly charges of the effected/impacted site.	As per RFP
5	Payment Terms	18	The Duties and Taxes as applicable at the time of supply within the Delivery Schedule specified in the Tender will be paid. In case, the Duties and/or Taxes have been reduced retrospectively, the successful bidder is liable to return the same.	Any upward revision or introduction of new taxes/levies/cess shall be chargeable on CHIPS's account.	As per Corrigendum 3
6	Payment Terms	18	L1 Bidder will be eligible for payment only after commissioning of minimum 80% links mentioned in the work order issued.	Request you to change the payment term to "after commissioning of sites on pro rata basis".	As per RFP
7	Payment Terms	18	d. Payment shall be made after deduction of penalty, as applicable	Payment shall be made after deduction of penalty in accordance with the terms of the Agreement,	As per RFP

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8	Payment Terms	18	Payment against pooled Bandwidth usage charges and VSAT equipment charges shall be done on quarterly basis after audit of invoices and calculation of uptime for the quarter.	It is assumed here that the payment for hardware rental charges shall start from the date of delivery on prorata site wise basis.	As per RFP
9	Insurance	18	The delivery of goods to the destination is the responsibility of the Successful Bidder only. The goods supplied under the work order should be covered for comprehensive Insurance by the Successful Bidder till delivery and acceptance by the authorized person.	Scope of insurance shall be only till delivery of equipment to the end Location.	As per RFP
10	Warranty	18	The Product quoted should be covered for Five year comprehensive onsite warranty from date of final delivery/services and acceptance by CHiPS / CHiPS nominated testing agency.	This is a rental contract hence the term "Warranty" should be removed	As per corrigendum 4
11	Defense of Suits	18	If any action in court is brought against the CHiPS/ Consignee for failure or neglect on the part of the bidder to perform any acts, matters, covenants or things under the contract or for the damage or injury caused by the alleged omission of neglect on the part of the contractor, his agents, representatives or sub-contractors, workmen supplier or employees, the contractor in all such cases shall indemnify and keep CHiPS harmless from all costs, damages, expenses or decrees arising out of such action.	If any action in court is brought against the CHiPS/ Consignee for failure or neglect on the part of the bidder to perform any acts, matters, covenants or things under the contract or for the damage or injury caused by the alleged omission of neglect on the part of the contractor, his agents, representatives or sub-contractors, workmen supplier or employees, the contractor in all such cases shall indemnify and keep CHiPS harmless from all costs, damages, expenses or decrees arising out of such action. The Supplier shall have the first right to defend/negotiate/settle any claims made against it."	As per RFP
12	Force Majeure	17	For purposes of this clause, "Force Majeure" means an event beyond the control of the supplier and not foreseeable events may include, but are not restricted to, acts of CHiPS in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes and other acts of God.	Request you to include satellite/transponder failure as a force majeure case.	As per corrigendum 5
13	Terminatio	17	If the supplier, in either of the above	If the supplier, in either of the above circumstances	As per RFP

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	n of Default		circumstances does not rectify / remedy its failure within a period of 15 days (or such longer period as the CHiPS may authorize in writing) after receipt of the default notice from CHiPS. In the event CHiPS terminate the contract.	does not rectify / remedy its failure within a period of 15 30 days (or such longer period as the CHiPS may authorize in writing) after receipt of the default notice from CHiPS. In the event CHiPS terminate the contract	
14	Proprietary Rights	17	The supplier shall indemnify the Purchase against all third party claims of infringement of patent, copy right, trademark, license or industrial design rights, software piracy arising from use of goods or any part thereof within India.	The Supplier shall have the first right to defend/negotiate/settle any claims made against it. The supplier shall indemnify the Purchase against all third party claims of infringement of patent, copy right, trademark, license or industrial design rights, software piracy arising from use of goods or any part thereof within India.”	As per RFP
15	DELAYS IN THE PERFORMANCE OF SUPPLIER'S OBLIGATION:	17	Any delay by the supplier in the performance of its delivery obligations shall render the supplier liable to any or all of the following sanctions – forfeiture of its performance security, imposition of liquidated damages and / or termination of the work order for default.	Any delay by the supplier in the performance of its delivery obligations shall render the supplier liable to any or all of the following sanctions – forfeiture of its performance security, imposition of liquidated damages and / or termination of the work order for default, subject to the terms and conditions of this Agreement.”	As per RFP
16	TERMINATION FOR DEFAULT	17	Addition	The Bidder reserves the right to terminate the contract in the following events: i. If the Bank is in breach of any obligation under this Agreement. ii. If the Bank fails to make the payment of invoices within 30 days of receipt of such invoice. iii. If the Bank is declared bankrupt or insolvent by a court of competent jurisdiction or, any winding-up or analogous proceedings are admitted in respect of either Party and are not discharged within sixty (60) days	As per RFP
17	Site Not Ready		Addition	No Penalty shall be charged If the installation/commissioning of the VSAT link is not possible due to “site is not ready” for reasons not attributable to the Bidder	As per RFP

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18	Site not Ready		Addition	In case of Site Not Ready(SNR), Payment for hardware rentals should start from the date of delivery in case the site could not be installed/commissioned due to reasons attributable to purchaser. However, bandwidth rentals shall be payable only after the site is commissioned or 60 days from the date of delivery whichever is earlier.	As per RFP
19			Addition	Ordering of Hardware Rental and Services should be allowed on two companies if one company is 100% subsidiary of another company. This is essential for correct book keeping. In case Hughes is eligible for order placement it would request the following to the Bank. Hardware Rental Charges to be placed on HCIL COMTEL LTD., 1 Shivji Marg, Westend Greens, New Delhi-110038 and Recurring Services/ Bandwidth to be placed on Hughes Communications India Ltd. ,Plot No 1, Sector-18, Electronic City, Gurgaon-122015. HCIL COMTEL is 100% subsidiary of HCIL.	As per RFP
20	TITLE, LOSS AND USE OF LEASED EQUIPMENT		Additional Clause	1. All the Leased Equipment shall remain personal property of the LESSORS or its owners as the case maybe, whether it has been affixed to realty or otherwise and shall remain subject to the rights of the LESSORS as fully as before being so affixed, and title thereto or property therein shall at no time pass on to the LESSEE and shall at all times remain with the LESSORS exclusively. The LESSEE shall at no time contest or challenge the LESSOR's sole and exclusive ownership right, title and interest in the Equipment. The LESSORS will keep the Equipment insured at all times at site and the LESSEE shall be responsible for the safe keeping of the Equipment as the LESSEE shall do for other similar equipment in its premises. The LESSEE shall keep the Equipment free from any and all liens, claims or other encumbrances whatsoever, and shall do or permit no act or thing whereby the LESSOR's title or rights may be encumbered or impaired and shall be responsible to the LESSORS for any loss caused thereby. The LESSORS shall take all the necessary approvals required to be taken for the installation and safe keeping of the Equipment and the LESSEE shall at all times ensure the	As per RFP

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				<p>safety and safe keeping of the Equipment. The LESSEE must:</p> <p>i. notify the LESSORS in writing if any Equipment becomes lost, stolen, damaged, destroyed or otherwise unfit or unavailable for use from any cause (an Event of Loss);</p> <p>ii. provide the LESSORS with all necessary documentation relating to such loss or damage ;</p> <p>iii. allow the insurer or loss adjuster to enter its premises to inspect Equipment ;</p> <p>iv. assist the LESSORS with the LESSOR's claims for compensation under the insurance policy.</p>	
21	TITLE, LOSS AND USE OF LEASED EQUIPMENT		Addition	<p>3. So long as the LESSEE shall not be in default hereunder, the LESSEE shall be entitled to the possession and use of the Equipment in accordance with the terms of this Agreement. The Equipment shall be kept at locations and sites approved by the LESSORS and shall not be removed from such locations and sites without the prior written consent of the LESSORS. The LESSORS shall carry on and conduct its business and use its closed user group in a proper and efficient manner so as to protect and preserve the Equipment and shall keep the Equipment in good order and condition. The LESSEE shall not, without the LESSOR's prior written consent, part with possession or control of the Equipment or attempt to sub-lease, sell, pledge, or otherwise dispose of, transfer or encumber any of the Equipment or attempt or purport to sub-lease, sell, pledge, assign, or otherwise dispose of, transfer or encumber any interest under the Equipment Lease and this Agreement.</p>	As per Corrigendum 7
22	TITLE, LOSS AND USE OF LEASED EQUIPMENT		Addition	<p>The LESSEE shall not, without the prior written consent of the LESSORS, make any alterations, additions or improvements to the Equipment. All alterations, additions or improvements to the Equipment shall be deemed to be a part of the Equipment and shall belong to and be the property of the LESSORS.</p>	As per Corrigendum 8
23	TITLE, LOSS AND USE OF LEASED EQUIPMENT		Addition	<p>The LESSEE shall, whenever requested, advise the LESSORS of the exact location of the Equipment and shall give the LESSORS immediate notice and details of any attachment or other judicial process affecting or</p>	As per RFP

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	T			that may affect the Equipment and save the LESSORS harmless from any loss or damage caused thereby. The LESSORS or its authorized representative may visit any of the sites for inspection of the equipment with prior notice to the LESSEE. During such inspection, if it is noticed that the site condition is not as per the requirement, the LESSORS will advise the LESSEE for taking corrective measures.	
24	TITLE, LOSS AND USE OF LEASED EQUIPMENT		Addition	In the event the LESSEE terminates this Agreement before the Term for any reasons, as per the termination clauses covered in this agreement, the LESSEE shall not be liable to pay the LESSORS the rental charges for the Equipment for the balance period of the contract period of each VSAT under the Agreement.	Corrigendum 9
25	LIMITATION OF LIABILITY		Addition	Notwithstanding any other provision of this neither Party shall be liable to the other for any indirect, reliance, special, punitive, consequential, exemplary or incidental damages , (including without limitation damages for harm to business, lost revenues, lost sales, lost savings, lost profits (anticipated or actual), loss of use, downtime, injury to persons or damage to property and claims of third parties), regardless of the form of action,( whether in contract, warranty, strict liability or tort) , (including without limitation negligence of any kind , (whether active or passive) or any other legal or equitable theory arising out of or in connection with this Agreement including the Services, even if a Party has been advised of the possibility of such damages.	As per RFP
26	LIMITATION OF LIABILITY		Addition	In no event, shall the Equipment Provider/the concerned Service Provider be liable for any damages, arising out of or in connection with this Agreement or the Services, in excess of the amounts paid by the Customer during a period of twelve (12) months preceding the date of the Customer's written notice, notifying by which the Customer informs the Equipment Provider/the concerned Service Provider about of having suffered any direct such damage damages arising under this Agreement hereunder. The said Customer shall give written notice, by the Customer, shall be given within fifteen (15) days of suffering the damage.	As per RFP

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27	EXPORT CONTROLS		Addition	<p>. It is expressly agreed that the execution of this Agreement and all activities (including the delivery of equipment and/or services) under this Agreement will be subject and conducted in compliance with all applicable export controls and economic sanctions laws and regulations imposed or administered by (i) the United States and (ii) India (collectively referred to as "Trade Controls"). Thus, ERNET warrants that it shall not, directly or indirectly, use, sell, provide, export, re-export, transfer, divert, loan, lease, consign, or otherwise dispose of any products, software, source code, technology (including products derived from or based on such software, source code or technology), or services received from HUGHES to any person, entity, end-user or destination prohibited by such Trade Controls without obtaining any required government authorization.</p> <p>ii. It is also understood that HUGHES and its personnel will not provide technical support or other services (directly or indirectly) to any non-U.S. military or paramilitary organization without obtaining appropriate government authorization. ERNET certifies that it will notify HUGHES in advance if it intends to seek any technical support or service on behalf of a non-U.S. military or paramilitary organization. Before providing any such technical support or services, HUGHES will seek appropriate government approvals. ERNET agrees to provide HUGHES with any information reasonably requested by HUGHES in connection with its efforts to obtain any such export licenses or otherwise comply with applicable Trade Controls.</p> <p>iii. HUGHES' performance obligations under this Agreement are expressly contingent upon and</p>	As per RFP

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				<p>subject to obtaining and maintaining any and all necessary government approvals or exceptions required under applicable Trade Controls. Notwithstanding any other provision of this Agreement, HUGHES shall not be required to perform any act or obligation under this Agreement that would be prohibited, or would otherwise subject HUGHES to a substantial risk of material fines, penalties or other adverse consequences, under any applicable Trade Controls, and HUGHES shall be entitled to take any action reasonably necessary to ensure compliance with, or avoid material fines, penalties or other adverse consequences under, such Trade Controls. The obligations stated herein shall survive the expiration, cancellation or termination of this Agreement or any other related agreement/contract.</p>	
28	Arbitration		Addition	<p>i. Any dispute, arising out of or relating to this Agreement shall be first attempted to be resolved through mutual discussions between the senior officials of the Parties. If the Parties are unable to resolve the dispute within thirty (30) days through mutual discussions, then the Parties shall refer such dispute to arbitration. The arbitration proceedings shall take place at New Delhi (India) and in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time.</p>	



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				<p>ii) The arbitration proceedings shall be conducted in the English language, heard and determined by an arbitral tribunal comprising of a sole arbitrator appointed by mutual agreement, between the Parties, in writing. If the Parties fail to reach agreement with respect to the appointment of a sole arbitrator within thirty (30) calendar days of a Party's notice to invoke this arbitration clause, then there shall be an arbitral tribunal comprising of three (3) arbitrators wherein each Party shall appoint one (1) arbitrator and the two (2) so appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator. The decision of the arbitral tribunal shall be final, conclusive and binding on the Parties.</p> <p>iii. Notwithstanding the foregoing, nothing contained herein shall be deemed to prevent either Party from seeking injunctive and equitable relief from any court of competent jurisdiction.</p>	

**Please read the corrigendum as below -**

S. No.	Section No.	Page No.	Response
1	Scope of Work	9	Addition of clause “, Bidder would be provided necessary permission/access for VSAT installations at sites from CHIPS/PHQ”
2	Eligibility Criteria	7	Addition to the Clause” Bidder may submit CA Certified Provisional Balance sheet is accepted for FY 2015-16”
3	Payment Terms	18	Addition to the clause “Any Upward or reduction in Taxes will be borne by CHiPS. The bidder should submit the invoice with Taxable at the time of invoicing and CHiPS WILL PAY FOR THE SAME”
4	Warranty	18	Clause deleted
5	Force Majeure	17	Force majeure clause B may be read as “Force Majeure” means an event beyond the control of the supplier and not foreseeable events may include, but are not restricted to, acts of CHiPS in its sovereign capacity, wars or revolutions, fires, floods, satellite failure, epidemics, quarantine restrictions and freight embargoes and other acts of God.”
6	TITLE, LOSS AND USE OF LEASED EQUIPMENT		Addition of clause” LESSEE shall not be in default hereunder, the LESSEE shall be entitled to the possession and use of the Equipment in accordance with the terms of this Agreement. The Equipment shall be kept at locations and sites approved by the LESSORS and shall not be removed from such locations and sites without the prior written consent of the LESSORS. The LESSORS shall carry on and conduct its business and use its closed user group in a proper and efficient manner so as to protect and preserve the Equipment and shall keep the Equipment in good order and condition. The LESSEE shall not, without the LESSOR’s prior written consent, part with possession or control of the Equipment or attempt to sub-lease, sell, pledge, or otherwise dispose of, transfer or encumber any of the Equipment or attempt or purport to sub-lease, sell, pledge, assign, or otherwise dispose of, transfer or encumber any interest under the Equipment Lease and this Agreement. “
7	TITLE, LOSS AND USE OF LEASED EQUIPMENT		Addition of the Clause “The LESSEE shall not, without the prior written consent of the LESSORS, make any alterations, additions or improvements to the Equipment. All alterations, additions or improvements to the Equipment shall be deemed to be a part of the Equipment and shall belong to and be the property of the LESSORS.”
8	TITLE, LOSS AND USE OF LEASED EQUIPMENT		Addition of the Clause “In the event the LESSEE terminates this Agreement before the Term for any reasons, as per the termination clauses covered in this agreement, the LESSEE shall not be liable to pay the LESSORS the rental charges for the Equipment for the balance period of the contract period of each VSAT under the Agreement”

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9	Arbitration		Addition of clause "CHiPS and the selected bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, CHiPS and the selected Bidder have been unable to amicably resolve the dispute, either party may require that the dispute be referred for Arbitration in accordance with the Arbitration and Conciliation Act, 1996. Decision of arbitrator shall be final and binding to all parties. All Arbitration proceedings shall be held at Raipur, Chhattisgarh, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English."

**Important Note:-**

1. Bidders are requested to submit a signed copy of this corrigendum with Bid Submission.